

ATTACHMENT FOR THE REMOVAL OF ALL AND NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS (“YZP”)

Optional Attachment to Appendix DSL

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for the Removal of All and Non-Excessive Bridged Tap using a modified version of the Yellow Zone Process ("YZP"), an optional ordering process for xDSL Capable Loops and the High Frequency Portion of the Loop (HFPL). This optional process is made available to CLECs as an alternative to SBC-AMERITECH's existing ordering processes.
- 1.2 **Except as otherwise provided herein, the** rates terms and conditions of CLEC's Agreement pertaining HFPL and xDSL capable loops (including, but not limited to rates, terms and conditions related to Splitter Ownership and Responsibilities, Operational Support Systems, Facility Make-Up information, Provisioning, Testing, Maintenance & Service Assurance, Ordering, Pricing & Spectrum Management) shall remain unchanged and in Full Force and Effect.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH**, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin

2. DEFINITIONS

- 2.1 A “No Sync” situation after the completion of a YZP service order means that a CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.
- 2.2 Removal of All Bridged Tap means the removal of 100% of the bridged tap on an xDSL and HFPL loop.
- 2.3 Removal of Non-Excessive Bridged Tap means the removal of bridged tap less than 2.5Kft in length from an xDSL and HFPL loop.

3. REMOVAL OF ALL AND NON-EXCESSIVE BRIDGED TAP YZP OFFERING

- 3.1 To be eligible for the following options, a CLEC must have a signed and approved Optional YZP Attachment in addition to this Attachment for the Removal of All and Non-Excessive Bridged Tap Using YZP. Pursuant to the terms of the Optional YZP Attachment, CLEC on the original service order must have ordered eligible HFPL and xDSL Capable Loops using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All LSRs for HFPL and xDSL Capable Loops submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum three (3) business day service provisioning due date for HFPL, and a minimum seven (7) business day service provisioning due date for xDSL Capable Loops. Once the order has been completed, and if a No Sync situation, as defined herein, is determined by CLEC, CLEC may choose one of two options:

OPTION 1: After the service order has completed and a No Sync situation occurs, the CLEC may generate a Trouble Ticket pursuant to Section 5 with Local Operations Center (LOC) and identify as a YZP related conditioning Trouble Ticket specifying the type of bridged tap conditioning requested on the Trouble Ticket. The LOC will investigate the No Sync situation either by addressing non-conditioning related reason for the No Sync, and/or by conditioning the facility as needed (remove load coils, excessive bridged taps, all bridged taps, etc). On YZP Trouble Tickets, a zero plus seven (0 + 7) business day interval will be offered after the line has been determined to need conditioning.

If the Removal of All Bridged Tap or the Removal of Non-Excessive Bridged Tap has been requested by the CLEC on the Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for SBC-AMERITECH to condition the loop. CLEC will then be billed the appropriate conditioning charges pursuant to the Removal of All and Non-Excessive Bridged Tap pricing schedule included herein.

OPTION 2: After the service order is completed and a No Sync situation occurs, if the CLEC determines that it does not want to condition the loop, the CLEC may do nothing or the CLEC may issue an LSR to disconnect the circuit.

- 3.2 The Removal of All and Non-Excessive Bridged Tap using YZP applies only to HFPL and xDSL capable loops.
- 3.3 The initial YZP service order must have completed and closed prior to the opening of the YZP Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to this process.

4. TESTING

- 4.1 **SBC-AMERITECH** will not perform Line Sharing Turn-Up Testing prior to the completion of a HFPL ordered using the modified YZP process for the Removal of All and Non-Excessive Bridged Tap.
- 4.2 All testing requests after the completion of the service order will follow the testing procedures outlined in the CLEC's Interconnection Agreement.
- 4.3 It is required that CLECs assist in trouble isolation for the Removal of All and Non-Excessive Bridged Tap related initial Trouble Tickets (TTs) by obtaining and providing to SBC-AMERITECH interferor information on the loop at the time of opening the Trouble Ticket. For best results, the CLEC is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence and location of load coils, bridge tap and repeaters and provide that information to SBC-AMERITECH on the Trouble Ticket (See Maintenance/Service Assurance Section 5.7 for more detail).

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 SBC-AMERITECH will respond to CLEC-referred Removal of All and Non-Excessive Bridged Tap Trouble Tickets for HFPL and xDSL Capable Loops in parity with repair intervals SBC-AMERITECH provides to its advanced services affiliates.¹
- 5.2 Prior to opening the YZP for the Removal of All and Non-Excessive Bridged Tap Trouble Ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM, insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP for the Removal of All or Non-Excessive Bridge Tap Trouble Ticket is opened, and it is later determined by **SBC-AMERITECH** that the requested conditioning is not available, the Trouble Ticket will be closed as 'Customer Provided Equipment' (CPE), and **SBC-AMERITECH** will charge CLEC a penalty on a Time and Materials and or Service Call Charge basis, per applicable tariffed rates.
- 5.3 CLECs can open a YZP related Trouble Ticket for the Removal of All and Non-Excessive Bridged Tap by following two methods:

¹ Removal of All Bridged Tap will be accommodated in most cases. However, there are circumstances under which it will not be possible, including situations in which municipalities will not grant rights of way to certain areas. In these situations, SBC-AMERITECH will advise CLEC as soon as possible that Removal of All Bridged Tap cannot be accommodated.

- I. Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request. Example: Found Bridged Tap (BT) on loop, request Removal of Excessive BT.
- II. Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC needs to specify that this is a YZP Trouble Ticket with specific conditioning requests in the remarks field. Example: Found Bridged Tap (BT) on loop, request Removal of All BT.

Both methods require the following:

1. If Excessive Bridged Tap has not been removed, CLEC may request:
 - a. Removal of Excessive Bridged Tap or
 - b. Removal of All Bridged Tap.
2. If Excessive Bridged Tap has been removed, CLEC may request Removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
3. Once All the Bridged Tap has been removed any future trouble tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the Local Operations Center.
4. If YZP and specific Removal of Bridged Tap conditioning requests are not documented on the CLEC Trouble Ticket, the Trouble Ticket will be returned to CLEC for specific conditioning information.

If a manual trouble ticket is opened by calling the Local Operations Center, the CLEC technician should identify that the original order was YZP related and whether this Trouble Ticket is a Removal of Bridged Tap conditioning Trouble ticket.

- 5.3.1 The identification of a possible Removal of All or Non-Excessive Bridged Tap conditioning related Trouble Ticket opened by the CLEC will allow the LOC to distribute a request for conditioning to Construction and Engineering for conditioning. Potential non-conditioning causes for physical fault will be checked. However, if the Trouble Ticket is not opened as a specific Removal of All or Non-Excessive conditioning Trouble Ticket, the SBC-AMERITECH LOC will handle the Trouble Ticket per the Present Method of Operation for all Repair tickets and look for physical faults. If no fault is found the CLEC will be billed for Customer Provided Equipment (CPE) .
- 5.4 When a YZP Trouble Ticket is opened by CLEC for the Removal of All and Non-Excessive Bridge Tap conditioning, a 0+ 5 business day interval will be given.

Trouble Ticket authorization and billing for conditioning will be provided as follows:

- 5.4.1 If the trouble ticket is opened as a Removal of All or Non-Excessive Conditioning Requested ticket, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12Kft, and the loop has been ordered as YZP, **SBC-AMERITECH** will use that YZP designation and the initiation of the Trouble Ticket by the CLEC as approval for line conditioning and the loop will be conditioned by SBC-AMERITECH. The CLEC will then be billed the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges upon the completion of the conditioning. Billing will occur on all Trouble Tickets for the Removal of All and Non-Excessive Bridged Tap.
- 5.4.2 If the Trouble Ticket is opened as a Removal of All or Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications, CLEC will then be billed the appropriate conditioning charges. Billing will occur on all Trouble Tickets for the Removal of All and Non-Excessive Bridged Tap.
- 5.5 In all cases, the **SBC-AMERITECH** LOC will notify CLEC as soon as the trouble is isolated/closed, whether conditioning has been performed or not. SBC-AMERITECH will not be able to resolve all trouble reports.
- 5.6 Escalations for YZP Trouble Tickets will follow the existing procedures.
- 5.7 It is required that CLECs assist in trouble isolation for the Removal of All and Non-Excessive Bridged Tap order related initial Trouble Tickets (TTs) opened by CLEC to have interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. For best results, the CLEC is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following:
 - 5.7.1 The number and location of Load Coils
 - 5.7.2 The number and location of Repeaters, if any
 - 5.7.3 The number of sections of Bridged Tap, and their lengths and locations

6 RESERVATION OF RIGHTS

- 6.1 The Parties acknowledge and agree that the provision of the Removal of All and Non-Excessive Bridged Tap using YZP and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration,

agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that the UNEs and/or UNE combinations provided for under this Agreement, if any, do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

7 TERMINATION

7.1 Either party may terminate this Attachment upon 30 day written notice to the other party.

8. EFFECTIVE DATE

8.1 The effective date of this Attachment shall be the date it is approved by the appropriate state commission(s). SBC-AMERITECH requires thirty (30) business days following the approval of the Attachment by the state commission to update its billing tables for CLEC before CLEC can utilize the process described herein.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and

conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

ILLINOIS			AIT RECURRING		AIT NON-RECURRING	
			Monthly			
		Removal of All Bridged Tap				
		DSL Loops - >12KFT and < 17.5KFT				
		Removal of All Bridged Tap	N/A		\$742.35	N/A
		Removal of Non-Excessive Bridged Tap				
		DSL loops - >0KFT and < 17.5KFT				
		Removal of Non-Excessive Bridged Tap	N/A		\$286.75	N/A
		Removal of All Bridged Tap > 17.5KFT				
		DSL Loops - > 17.5KFT - per element				
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$286.75	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT				
		DSL Loops - >17.5KFT - per element				
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$286.75	N/A

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

INDIANA		AIT RECURRING		AIT NON-RECURRING	
		Monthly			
	Removal of All Bridged Tap				
	DSL Loops - >12KFT and < 17.5KFT				
	Removal of All Bridged Tap	N/A		\$549.92	N/A
	Removal of Non-Excessive Bridged Tap				
	DSL loops - >0KFT and < 17.5KFT				
	Removal of Non-Excessive Bridged Tap	N/A		\$212.42	N/A
	Removal of All Bridged Tap > 17.5KFT				
	DSL Loops - > 17.5KFT - per element				
	Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$212.42	N/A
	Removal of Non-Excessive Bridged Tap > 17.5KFT				
	DSL Loops - >17.5KFT - per element				
	Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$212.42	N/A

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

MICHIGAN			AIT RECURRING		AIT NON-RECURRING	
			Monthly			
		Removal of All Bridged Tap				
		DSL Loops - >12KFT and < 17.5KFT				
		Removal of All Bridged Tap	N/A		\$585.18	N/A
		Removal of Non-Excessive Bridged Tap				
		DSL loops - >0KFT and < 17.5KFT				
		Removal of Non-Excessive Bridged Tap	N/A		\$226.04	N/A
		Removal of All Bridged Tap > 17.5KFT				
		DSL Loops - > 17.5KFT - per element				
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$226.04	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT				
		DSL Loops - >17.5KFT - per element				
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$226.04	N/A

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

OHIO			AIT RECURRING		AIT NON-RECURRING	
			Monthly			
		Removal of All Bridged Tap				
		DSL Loops - >12KFT and < 17.5KFT				
		Removal of All Bridged Tap	N/A		\$634.27	N/A
		Removal of Non-Excessive Bridged Tap				
		DSL loops - >0KFT and < 17.5KFT				
		Removal of Non-Excessive Bridged Tap	N/A		\$245.00	N/A
		Removal of All Bridged Tap > 17.5KFT				
		DSL Loops - > 17.5KFT - per element				
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$245.00	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT				
		DSL Loops - >17.5KFT - per element				
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$245.00	N/A

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

WISCONSIN			SWBT RECURRING		SWBT NON-RECURRING	
			Monthly			
		Removal of All Bridged Tap				
		DSL Loops - >12KFT and < 17.5KFT				
		Removal of All Bridged Tap	N/A		\$597.10	N/A
		Removal of Non-Excessive Bridged Tap				
		DSL loops - >0KFT and < 17.5KFT				
		Removal of Non-Excessive Bridged Tap	N/A		\$230.66	N/A
		Removal of All Bridged Tap > 17.5KFT				
		DSL Loops - > 17.5KFT - per element				
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		\$230.66	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT				
		DSL Loops - >17.5KFT - per element				
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		\$230.66	N/A